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PERSONAL CARDS

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SkyPoints™ Credit Card from Delta and American Express

The information in this application is accurate through 8/15/2007. This information may have changed after that date. To find out about any changes, please call us at 1-800-223-2670.

IMPORTANT INFORMATION REGARDING YOUR APPLICATION / INITIAL DISCLOSURES

Annual Percentage Rate (APR) for Purchases	Other APRs	Variable Rate Information	Grace Period for repayment of the balance for Purchases	Method of computing the balance for Purchases	Annual Fee	Minimum Finance Charge
18.24% (0.0500% DPR).	Balance Transfer APR: 9.99% (0.0274% DPR) for life of the balance for balance transfer requests submitted on this application. Then the standard Purchase APR will apply. Cash advance APR: 23.24% (0.0637% DPR).	Your APR may vary. The APR for purchases and future balance transfers is determined monthly by adding 9.99% to the Prime Rate. The APR for cash advances is determined monthly by adding 14.99% to the Prime Rate. The APR for defaulted accounts is	20 days for purchases, if the previous balance shown on each billing statement is paid in full by each respective due date.	Average daily balance (including new purchases).	First year fee-free. Then \$49 for each year thereafter; \$0 if you are a qualified American Express Cardmember.***	\$0.50

Default APRs: 21.24% (0.0582% DPR). See explanation below.*	determined monthly by adding 21.99% to the Prime Rate.**
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Other Fees: Late Payment Fee: Subject to applicable law, \$19 on balances less than \$400 and \$38 on balances \$400 or greater. Overlimit Fee: \$35, subject to applicable law. Balance transfer fee: There is no balance transfer transaction fee associated with this offer. However, future balance transfers may incur a fee as disclosed at the time of the applicable offer or transaction. This fee, if assessed, is a **Finance Charge**. Fee for Cash Advances: 3% of each transaction with \$5.00 minimum and no maximum. This fee is a **Finance Charge**. Dishonored Check Fee: \$38. Wire Transfer Fee: \$15. Stop Payment Order Fee: \$29. Statement Copy Fee: \$5.

* Your account is reviewed monthly and will be considered in default if minimum payments are not timely paid two times, your account is overlimit three or more times, or your payment is returned by your bank or financial institution, in each case during any portion of the 12-month period ending with the Closing Date of the current billing period. If the Default **APR** is applied, it will apply for a minimum of 12 consecutive billing periods beginning with the current billing period. The introductory **APRs** and any other promotional rates will terminate if any minimum payment is not timely paid or upon any condition that causes a default rate to apply to your account and the **APR** for purchases will apply, unless a higher Default Rate applies to your account. We may apply payments and credits first to your balances with lower **APRs** (including balances with promotional <>**APRs**) before balances with higher **APRs**. This will result in the lower **APR** balances being paid before the higher **APR** balances.

** The Prime Rate for each billing period is the Prime Rate published in *The Wall Street Journal* on the first day of that billing period or two days prior to the closing date of that billing period, whichever is higher. For either of those days that is not a customary publication day for *The Wall Street Journal* we will substitute the closest preceding customary publication day. Variable **APRs** are accurate through 8/15/2007.

The terms of your account, including **APRs**, are subject to change. The **APRs** for this offer are not guaranteed; **APRs** may change to higher **APRs**, fixed **APRs** may change to variable **APRs**, or variable **APRs** may change to fixed **APRs**. We may change the terms (including **APRs**) at any time for any reason, in addition to **APR** increases for failure to comply with the terms of your account. Any changes will be in accordance with your Cardmember Agreement. The information in this application is accurate through 8/15/2007.

***The fee for this Card will be \$0 annually provided you maintain a qualified American Express Consumer Charge Card account in your name. Qualified accounts include but are not limited to the Personal Card, Gold Card and Platinum Card (R).

TO ACCOUNT HOLDERS IN THE U.S. AND ITS TERRITORIES. YOUR BILLING RIGHTS – KEEP THIS NOTICE FOR FUTURE USE.

This notice contains important information about your rights and our responsibilities under the “Fair Credit Billing Act.” NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ACCOUNT STATEMENT: If you think your statement is wrong or if you need more information about a transaction on your statement, write us on a separate sheet of paper at the address for billing inquiries listed on your statement. Write to us as soon as possible. We must hear from you no later

than 60 days after we sent you the first statement on which the error or problem appeared. You can also telephone us at the number indicated on the front of your billing statement, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and Account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your Account bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE:

We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the statement was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including Finance Charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your statement, you will not have to pay any Finance Charges related to any questioned amount. If we did not make a mistake, you may have to pay Finance Charges, and you will have to make up any missed payments on the questioned amounts. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your statement, and we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we do not follow these rules, we cannot collect the first \$50 of the questioned amount, even if your statement was correct. **Special Rule For Credit Card Purchases:** If you have a problem with the quality of property or services that you purchased with the Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or service. There are two limitations to this right:

- a. you must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- b. the purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

Calculation Of Daily Periodic Rate (DPR): The DPR for Purchases, Balance Transfers and Cash Advances is based on an Annual Percentage Rate (APR) for Purchases, Balance Transfers and Cash Advances, which may be adjusted monthly. Such APRs (and corresponding DPRs) for your account are provided in the attached Disclosure Box above. The DPR for Purchases, Balance Transfers and Cash Advances for each billing period is $\frac{1}{365}$ th of the APR for Purchases, Balance Transfers and Cash Advances in effect for that billing period. Any increase or decrease in any Daily Periodic Rate may increase or decrease the amount of your Minimum Amount Due. Any balances transferred from another account to this Account shall be governed by the terms and conditions of this Agreement, unless notified otherwise.

Average Daily Balance Method For Calculation Of Finance Charges: We use the Average Daily Balance method to calculate Finance Charges on your Account. Under this method, we figure the Finance Charges on your Account by applying the DPR to the Average Daily Balance (as described below) for each feature of your Account (including current transactions). Different periodic rates may be used against the balances of different features of your Account. For example, different DPRs may

be applied to separate features, such as Purchases, Cash Advances, and Balance Transfers. To get the Average Daily Balance for each feature, we (1) take the beginning balance for the feature each day (including unpaid Finance Charges from previous billing periods), (2) add any new transactions, debits, or fees, (3) subtract any payments or credits, and (4) make any appropriate adjustments. *For each day after the first day of the billing period, we also add an amount of interest equal to the previous day's daily balance multiplied by the DPR for the feature.* This gives us the daily balance for the feature for that day and the beginning balance for the feature for the next day. If this balance is negative, it is considered to be zero. Then, we add up all the daily balances for each feature for the billing period and divide the total by the number of days in the billing period. This gives us the Average Daily Balance for the feature. If you multiply the Average Daily Balance for each feature by the number of days in the billing period and the DPR for that feature, the result will be the Finance Charge assessed on that feature, except for variations caused by rounding. The total Finance Charge for the billing period is calculated by adding the Finance Charges assessed on all features of the Account. *This method of calculating the Average Daily Balance and Finance Charge results in daily compounding of Finance Charges.* We may use mathematical formulas which produce equivalent results to calculate the Average Daily Balance, Finance Charge, and related amounts. For example, we may utilize computer programs or other computational methods that are designed to produce mathematically equivalent results while using fewer and/or simpler computational steps than are described in this Agreement. At our discretion, we may exclude certain categories of debit transactions or fees from the calculation of the daily balances. Periodic Finance Charges begin to accrue for each transaction as of the date that transaction is added to the applicable daily balance. Unless we elect to use a later date, we add a Cash Advance, Balance Transfer, or Purchase to the daily balance for Cash Advances, Balance Transfers, or Purchases, as appropriate, as of the transaction date. Finance Charges are added to the outstanding balance at the end of the billing period for which Finance Charges are calculated.

New York Residents may contact the New York Banking Department to obtain a comparative list of credit card rates, fees and grace periods, by calling 1-800-518-8866.

TERMS AND CONDITIONS

By signing or returning this application, I ask that an account be opened in my name and Card(s) issued as I request, and that you renew and replace them until I cancel. I agree to be bound by the agreement governing my account. **I understand that the agreement governing the account includes an arbitration provision, which impacts my opportunity to have claims related to the account heard in court or resolved by a jury, and to participate in a class action or similar proceeding.** I understand that the agreement governing the account also provides, among other things, that the account terms, including the APRs and fees, are subject to change. I agree to be liable for all charges to my account, including charges incurred with any Additional Card(s) issued on my account now or in the future.

I understand that I must provide all the information requested in this application and I certify that such information is accurate. I authorize you to verify the information on this application and to receive and exchange information about me including requesting reports from consumer reporting agencies. If I ask whether or not a consumer report was requested, you will tell me, and if you received a report, you will give me the name and address of the agency that furnished it. I authorize you and your affiliates and subsidiaries to contact these sources for information at any time and to use any information obtained about me for marketing and administrative purposes.

Additional Cards: I have advised Additional Card applicant(s) that you may obtain, verify, exchange, and use information about them in the same manner as described above, that they may be responsible for payment of their own charges if I fail to pay them, and that their own credit records

may be affected by non-payment of the account. I understand that Additional Card(s) will not be issued to me if I have an unsatisfactory account with American Express or if the Additional Card applicant(s) have ever had an unsatisfactory account with American Express.

I acknowledge that any benefit or service offered with the Card may be modified or terminated at any time.

This offer is not available to residents of Puerto Rico.

Express Cash: Your Card may be enrolled in the Express Cash feature, which provides access to cash advances, up to your cash advance limit, at participating ATMs. If your Card is enrolled, you will receive a letter that includes a system generated Personal Identification Number (PIN).

An Applicant, if married, may apply for a separate account.

Information on Balance Transfers. If I have been offered and accepted an opportunity to transfer balances on credit cards to American Express Bank, FSB ("AEFSB"), I authorize AEFSB to forward payment on my behalf on the account(s) indicated in my application to the related account-issuing bank(s). I understand that my American Express Credit Card account will be debited for the total approved transfer amount requested up to my available line of credit. If my request exceeds the available credit line or amount approved, the transfer request may be honored and processed in part for a lower amount than requested, or the transfer request may be declined. I understand that finance charges will begin to accrue at the time a check is issued to my current credit card institution. I certify that the account listed on my application is in good standing, and I agree to maintain its current status at least until AEFSB has forwarded payment on my behalf. I agree to keep paying the current minimum payment on the account until confirmation appears on my American Express Credit Card statement. I will be responsible for the account as long as it remains open and for closing the account if I choose. I understand that transfers may take five to six weeks. I authorize AEFSB to verify the status and balance of such accounts, and understand that AEFSB may, at its discretion, deny a transfer request for any reason in its sole discretion. Balance Transfers are restricted to Basic Cardmembers only. Additional Cardmembers may not request or authorize any Balance Transfers to the Basic Cardmember's American Express Credit Card account.

Patriot Act Notice: Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account, including your name, address, date of birth and other information that will allow us to verify your identity. **Notice to Married Wisconsin Residents:** No provision of any marital property agreement, unilateral agreement, or court decree under Wisconsin's Marital Property Act will adversely affect a creditor's interest unless, prior to the time credit is granted, the creditor is furnished a copy of that agreement or decree or is given complete information about the agreement or decree.

Note For Ohio Residents: The Ohio law against discrimination requires that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

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JetBlue Card from American Express

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18.24% (0.0500%)	Balance Transfer APR: 3.99% (0.0109% DPR) during the first 6 months of Cardmembership on balance transfer requests submitted on this application. Then the standard Purchase APR will apply. Cash advance APR: 23.24% (0.0637% DPR). Default APRs: 30.24% (0.0828% DPR). See explanation below.*	Your APR may vary. The APR for purchases and future balance transfers (and after 6 months, balance transfer requests submitted on this application) is determined monthly by adding 9.99% to the Prime Rate. The APR for cash advances is determined monthly by adding 14.99% to the Prime Rate. The APR for	20 days for purchases, if previous balance shown on each billing statement is paid in full by each respective due date.	Average daily balance (including new purchases.)	\$40	\$0.50

	defaulted accounts is determined monthly by adding 21.99% to the Prime Rate.**	
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Other Fees: Late Payment Fee: \$30, Subject to applicable law. Overlimit Fee: \$30, subject to applicable law. Balance transfer fee: There is no balance transfer transaction fee associated with this offer. However, future balance transfers may incur a fee as disclosed at the time of the applicable offer or transaction. This fee, if assessed, is a **Finance Charge**. Fee for Cash Advances: 3% of each transaction with \$5.00 minimum and no maximum. This fee is a **Finance Charge**. Dishonored Check Fee: \$30. Wire Transfer Fee: \$15. Stop Payment Order Fee: \$30. Statement Copy Fee: \$5.

* Your account is reviewed monthly and will be considered in default if minimum payments are not timely paid two times, your account is overlimit three or more times, or your payment is returned by your bank or financial institution, in each case during any portion of the 12-month period ending with the Closing Date of the current billing period. If the Default **APR** is applied, it will apply for a minimum of 12 consecutive billing periods beginning with the current billing period. The introductory **APRs** and any other promotional rates will terminate if any minimum payment is not timely paid or upon any condition that causes a default rate to apply to your account and the **APR** for purchases will apply, unless a higher Default Rate applies to your account. We may apply payments and credits first to your balances with lower **APRs** (including balances with promotional **APRs**) before balances with higher **APRs**. This will result in the lower **APR** balances being paid before the higher **APR** balances.

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TO ACCOUNT HOLDERS IN THE U.S. AND ITS TERRITORIES. YOUR BILLING RIGHTS – KEEP THIS NOTICE FOR FUTURE USE. This notice contains important information about your rights and our responsibilities under the "Fair Credit Billing Act." **NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ACCOUNT STATEMENT:** If you think your statement is wrong or if you need more information about a transaction on your statement, write us on a separate sheet of paper at the address for billing inquiries listed on your statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can also telephone us at the number indicated on the front of your billing statement, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and Account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your Account bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE: We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90)

days, we must either correct the error or explain why we believe the statement was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including Finance Charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your statement, you will not have to pay any Finance Charges related to any questioned amount. If we did not make a mistake, you may have to pay Finance Charges, and you will have to make up any missed payments on the questioned amounts. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your statement, and we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we do not follow these rules, we cannot collect the first \$50 of the questioned amount, even if your statement was correct. **Special Rule For Credit Card Purchases:** If you have a problem with the quality of property or services that you purchased with the Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or service. There are two limitations to this right: a. you must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and b. the purchase price must have been more than \$50. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

Calculation Of Daily Periodic Rate (DPR) The DPR for Purchases, Balance Transfers and Cash Advances is based on an Annual Percentage Rate (APR) for Purchases, Balance Transfers and Cash Advances, which may be adjusted monthly. Such **APRs** (and corresponding DPRs) for your account are provided in the attached Disclosure Box above. The DPR for Purchases, Balance Transfers and Cash Advances for each billing period is 1/365th of the **APR** for Purchases, Balance Transfers and Cash Advances in effect for that billing period. Any increase or decrease in any Daily Periodic Rate may increase or decrease the amount of your Minimum Amount Due. Any balances transferred from another account to this Account shall be governed by the terms and conditions of this Agreement, unless notified otherwise.

Average Daily Balance Method For Calculation Of Finance Charges: We use the Average Daily Balance method to calculate Finance Charges on your Account. Under this method, we figure the Finance Charges on your Account by applying the DPR to the Average Daily Balance (as described below) for each feature of your Account (including current transactions). Different periodic rates may be used against the balances of different features of your Account. For example, different DPRs may be applied to separate features, such as Purchases, Cash Advances, and Balance Transfers. To get the Average Daily Balance for each feature, we (1) take the beginning balance for the feature each day (including unpaid Finance Charges from previous billing periods), (2) add any new transactions, debits, or fees, (3) subtract any payments or credits, and (4) make any appropriate adjustments. *For each day after the first day of the billing period, we also add an amount of interest equal to the previous day's daily balance multiplied by the DPR for the feature.* This gives us the daily balance for the feature for that day and the beginning balance for the feature for the next day. If this balance is negative, it is considered to be zero. Then, we add up all the daily balances for each feature for the billing period and divide the total by the number of days in the billing period. This gives us the Average Daily Balance for the feature. If you multiply the Average Daily Balance for each feature by the number of days in the billing period and the DPR for that feature, the result will be the Finance Charge assessed on that feature, except for variations caused by rounding. The total Finance Charge for the billing period is calculated by adding the Finance Charges assessed on all features of the Account. *This method of calculating the Average Daily Balance and Finance Charge results in daily compounding of Finance Charges.* We may use mathematical formulas which produce equivalent results to calculate the Average Daily Balance, Finance Charge, and related amounts. For example, we may utilize computer programs or other computational methods that are designed to produce mathematically equivalent results while using fewer and/or simpler computational steps than are described in this Agreement. At our discretion, we may exclude certain categories of debit transactions or fees from the calculation of the daily balances. Periodic Finance Charges begin to accrue for each transaction as of the date that transaction is added to the applicable daily balance. Unless we elect to use a later date, we add a Cash Advance, Balance Transfer, or Purchase to the daily balance for Cash Advances, Balance Transfers, or Purchases, as appropriate, as of the transaction date. Finance Charges are added to the outstanding balance at the end of the billing period for which Finance Charges are calculated.

New York Residents may contact the New York Banking Department to obtain a comparative list of credit card rates, fees and grace periods, by

calling 1-800-518-8866.

TERMS AND CONDITIONS

By signing or returning this application, I ask that an account be opened in my name and Card(s) issued as I request, and that you renew and replace them until I cancel. I agree to be bound by the agreement governing my account. **I understand that the agreement governing the account includes an arbitration provision, which impacts my opportunity to have claims related to the account heard in court or resolved by a jury, and to participate in a class action or similar proceeding.** I understand that the agreement governing the account also provides, among other things, that the account terms, including the APRs and fees, are subject to change. I agree to be liable for all charges to my account, including charges incurred with any Additional Card(s) issued on my account now or in the future.

I understand that I must provide all the information requested in this application and I certify that such information is accurate. I authorize you to verify the information on this application and to receive and exchange information about me including requesting reports from consumer reporting agencies. If I ask whether or not a consumer report was requested, you will tell me, and if you received a report, you will give me the name and address of the agency that furnished it. I authorize you and your affiliates and subsidiaries to contact these sources for information at any time and to use any information obtained about me for marketing and administrative purposes.

Additional Cards: I have advised Additional Card applicant(s) that you may obtain, verify, exchange, and use information about them in the same manner as described above, that they may be responsible for payment of their own charges if I fail to pay them, and that their own credit records may be affected by non-payment of the account. I understand that Additional Card(s) will not be issued to me if I have an unsatisfactory account with American Express or if the Additional Card applicant(s) have ever had an unsatisfactory account with American Express.

I acknowledge that any benefit or service offered with the Card may be modified or terminated at any time.

Only qualified individuals 18 or over may be approved for the Card.

This offer is not available to residents of Puerto Rico.

Express Cash: Your Card may be enrolled in the Express Cash feature, which provides access to cash advances, up to your cash advance limit, at participating ATMs. If your Card is enrolled, you will receive a letter that includes a system generated Personal Identification Number (PIN).

An Applicant, if married, may apply for a separate account.

Information on Balance Transfers. If I have been offered and accepted an opportunity to transfer balances on credit cards to American Express Bank, FSB ("AEFSB"), I authorize AEFSB to forward payment on my behalf on the account(s) indicated in my application to the related account-issuing bank(s). I understand that my American Express Credit Card account will be debited for the total approved transfer amount requested up to my available line of credit. If my request exceeds the available credit line or amount approved, the transfer request may be honored and processed in part for a lower amount than requested, or the transfer request may be declined. I understand that finance charges will begin to accrue at the time a check is issued to my current credit card institution. I certify that the account listed on my application is in good standing, and I agree to maintain its current status at least until AEFSB has forwarded payment on my behalf. I agree to keep paying the current minimum payment on the account until confirmation appears on my American Express Credit Card statement. I will be responsible for the account as long as it remains open and for closing the account if I choose. I understand that transfers may take five to six weeks. I authorize AEFSB to verify the status and balance of such accounts, and understand that AEFSB may, at its discretion, deny a transfer request for any reason in its sole discretion. Balance Transfers are restricted to Basic Cardmembers only. Additional Cardmembers may not request or authorize any Balance Transfers to the Basic Cardmember's American Express Credit Card account.

Patriot Act Notice: Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account, including your name, address, date of birth and other information that will allow us to verify your identity.

Notice to Married Wisconsin Residents: No provision of any marital property agreement, unilateral agreement, or court decree under Wisconsin's Marital Property Act will adversely affect a creditor's interest

unless, prior to the time credit is granted, the creditor is furnished a copy of that agreement or decree or is given complete information about the agreement or decree.

Note For Ohio Residents: The Ohio law against discrimination requires that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

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TrueBlue Flight Gratitude® Membership is subject to the terms and conditions set forth in the current TrueBlue Terms and Conditions.

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Starwood Preferred Guest[®] Credit Card from American Express

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IMPORTANT INFORMATION REGARDING YOUR APPLICATION/INITIAL DISCLOSURES

Annual Percentage Rate (APR) for Purchases	Other APRs	Variable Rate Information	Grace Period for repayment of the balance for Purchases	Method of computing the balance for Purchases	Annual Fee	Minimum Finance Charge
2.90% Introductory APR (0.0079% DPR) for Purchases for your first 6 months of Cardmembership. Then, 18.24% (0.0500%).	Balance Transfer APR : 2.90% (0.0079% DPR)during the first 6 months of Cardmembership on balance transfer requests submitted on this application. Then the standard Purchase APR will apply. Cash Advance APR : 23.24% (0.0637% DPR). Default APRs (excluding cash advances): 21.24% (0.0582% DPR); for seriously defaulted accounts: 30.24% (0.0828% DPR). See explanation below.*	Your APR may vary. The APR for Purchases and future balance transfers (and after 6 months, balance transfer requests submitted on this application) is determined monthly by adding 9.99% to the Prime Rate. The APR for Cash Advances is determined monthly by adding	20 days for purchases, if the previous balance shown on each billing statement is paid in full by each respective due date.	Average daily balance (including new purchases).	First year fee-free, then \$45	\$0.50

14.99% to the Prime Rate. The **APR** for defaulted and seriously defaulted accounts is determined by adding 12.99% and 21.99%, respectively, to the Prime Rate.**

Other Fees: Late Payment Fee: Subject to applicable law, \$19 on balances less than \$400 and \$38 on balances \$400 or greater. Overlimit Fee: \$35, subject to applicable law. Balance transfer fee: There is no balance transfer transaction fee associated with this offer. However, future balance transfers may incur a fee as disclosed at the time of the applicable offer or transaction. This fee, if assessed, is a **Finance Charge**. Fee for Cash Advances: 3% of each transaction with \$5.00 minimum and no maximum. This fee is a **Finance Charge**. Dishonored Check Fee: \$38. Wire Transfer Fee: \$15. Stop Payment Order Fee: \$29. Statement Copy Fee: \$5.

* Your account is reviewed monthly and will be considered in default if minimum payments are not timely paid one time, or seriously in default if minimum payments are not timely paid two or more times, or your payment is returned by your bank or financial institution, in each case during any portion of the 12-month period ending with the Closing Date of the current billing period. If your account is in default, you will be assessed a variable **APR** of Prime Rate plus 12.99% for all balances excluding cash advances, or if seriously defaulted, a variable **APR** of the Prime Rate plus 21.99% for all balances. If any Default **APR** is applied, it will apply for a minimum of 12 consecutive billing periods beginning with the current billing period (unless a higher **APR** is triggered.) The introductory **APRs** and any other promotional rates will terminate upon your account being considered in default or seriously in default and the applicable Default **APR** will apply. We may apply payments and credits first to your balances with lower **APRs** (including balances with promotional **APRs**) before balances with higher **APRs**. This will result in the lower **APR** balances being paid before the higher **APR** balances.

** The Prime Rate for each billing period is the Prime Rate published in *The Wall Street Journal* on the first day of that billing period or two days prior to the closing date of that billing period, whichever is higher. For either of those days that is not a customary publication day for *The Wall Street Journal* we will substitute the closest preceding customary publication day. Variable **APRs** are accurate through 8/15/2007.

The terms of your account, including **APRs**, are subject to change. The **APRs** for this offer are not guaranteed; **APRs** may change to higher **APRs**, fixed **APRs** may change to variable **APRs**, or variable **APRs** may change to fixed **APRs**. We may change the terms (including **APRs**) at any time for any reason, in addition to **APR** increases for failure to comply with the terms of your account. Any changes will be in accordance with your Cardmember Agreement. The information in this application is accurate through 8/15/2007.

TO ACCOUNT HOLDERS IN THE U.S. AND ITS TERRITORIES. YOUR BILLING RIGHTS – KEEP THIS NOTICE FOR FUTURE USE.

This notice contains important information about your rights and our responsibilities under the “Fair Credit Billing Act.” NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR

ACCOUNT STATEMENT.

If you think your statement is wrong or if you need more information about a transaction on your statement, write us on a separate sheet of paper at the address for billing inquiries listed on your statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can also telephone us at the number indicated on the front of your billing statement, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and Account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your Account bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE

We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the statement was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including Finance Charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your statement, you will not have to pay any Finance Charges related to any questioned amount. If we did not make a mistake, you may have to pay Finance Charges, and you will have to make up any missed payments on the questioned amounts. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your statement, and we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we do not follow these rules, we cannot collect the first \$50 of the questioned amount, even if your statement was correct. **Special Rule For Credit Card Purchases:** If you have a problem with the quality of property or services that you purchased with the Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or service. There are two limitations to this right:

- a. you must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- b. the purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

Calculation Of Daily Periodic Rate (DPR): The DPR for Purchases, Balance Transfers and Cash Advances is based on an Annual Percentage Rate (APR) for Purchases, Balance Transfers and Cash Advances, which may be adjusted monthly. Such **APRs** (and corresponding DPRs) for your account are provided in the attached Disclosure Box above. The DPR for Purchases, Balance Transfers and Cash Advances for each billing period is 1/365th of the **APR** for Purchases, Balance Transfers and Cash Advances in effect for that billing period. Any increase or decrease in any Daily Periodic Rate may increase or decrease the amount of your Minimum Amount Due. Any balances transferred from another account to this Account shall be governed by the terms and conditions of this Agreement, unless notified otherwise.

Average Daily Balance Method For Calculation Of Finance Charges: We use the Average Daily

Balance method to calculate Finance Charges on your Account. Under this method, we figure the Finance Charges on your Account by applying the DPR to the Average Daily Balance (as described below) for each feature of your Account (including current transactions). Different periodic rates may be used against the balances of different features of your Account. For example, different DPRs may be applied to separate features, such as Purchases, Cash Advances, and Balance Transfers. To get the Average Daily Balance for each feature, we (1) take the beginning balance for the feature each day (including unpaid Finance Charges from previous billing periods), (2) add any new transactions, debits, or fees, (3) subtract any payments or credits, and (4) make any appropriate adjustments. *For each day after the first day of the billing period, we also add an amount of interest equal to the previous day's daily balance multiplied by the DPR for the feature.* This gives us the daily balance for the feature for that day and the beginning balance for the feature for the next day. If this balance is negative, it is considered to be zero. Then, we add up all the daily balances for each feature for the billing period and divide the total by the number of days in the billing period. This gives us the Average Daily Balance for the feature. If you multiply the Average Daily Balance for each feature by the number of days in the billing period and the DPR for that feature, the result will be the Finance Charge assessed on that feature, except for variations caused by rounding. The total Finance Charge for the billing period is calculated by adding the Finance Charges assessed on all features of the Account. *This method of calculating the Average Daily Balance and Finance Charge results in daily compounding of Finance Charges.* We may use mathematical formulas which produce equivalent results to calculate the Average Daily Balance, Finance Charge, and related amounts. For example, we may utilize computer programs or other computational methods that are designed to produce mathematically equivalent results while using fewer and/or simpler computational steps than are described in this Agreement. All fees are included in the daily balance for Purchases, except fees associated with Cash Advances, which are included in the daily balance associated with the corresponding Cash Advance. At our discretion, we may exclude certain categories of debit transactions or fees from the calculation of the daily balances. The solicitation or other disclosure for any promotional offer will determine the terms of the promotional offer, including whether, after the expiration of any designated promotional period, such promotional balance will be included in the daily balance for Purchases or the daily balance for Cash Advances. Unless we elect to use a later date, we add a Cash Advance, Balance Transfer, or Purchase to the daily balance for Cash Advances, Balance Transfers, or Purchases, as appropriate, as of the transaction date. Finance Charges are added to the outstanding balance at the end of the billing period for which Finance Charges are calculated.

New York Residents may contact the New York Banking Department to obtain a comparative list of credit card rates, fees and grace periods, by calling 1-800-518-8866.

TERMS AND CONDITIONS

By signing or returning this application, I ask that an account be opened in my name and Card(s) issued as I request, and that you renew and replace them until I cancel. I agree to be bound by the agreement governing my account. **I understand that the agreement governing the account includes an arbitration provision, which impacts my opportunity to have claims related to the account heard in court or resolved by a jury, and to participate in a class action or similar proceeding.** I understand that the agreement governing the account also provides, among other things, that the account terms, including the APRs and fees, are subject to change. I agree to be liable for all charges to my account, including charges incurred with any Additional Card(s) issued on my account now or in the future.

I understand that I must provide all the information requested in this application and I certify that such information is accurate. I authorize you to verify the information on this application and to receive and exchange information about me including requesting reports from consumer reporting agencies. If I ask whether or not a consumer report was requested, you will tell me, and if you received a report, you will give me the name and address of the agency that furnished it. I authorize you and your affiliates and subsidiaries to contact these sources for information at any time and to use any information obtained about me for marketing and administrative purposes.

Only qualified individuals 18 or over may be approved for the card.

Additional Cards: I have advised Additional Card applicant(s) that you may obtain, verify, exchange, and use information about them in the same manner as described above, that they may be responsible for payment of their own charges if I fail to pay them, and that their own credit records may be affected by non-payment of the account. I understand that Additional Card(s) will not be issued to me if I have an unsatisfactory account with American Express or if the Additional Card applicant(s) have ever had an unsatisfactory account with American Express.

I acknowledge that any benefit or service offered with the Card may be modified or terminated at any time.

This offer is not available to residents of Puerto Rico.

Express Cash: Your Card may be enrolled in the Express Cash feature, which provides access to cash advances, up to your cash advance limit, at participating ATMs. If your Card is enrolled, you will receive a letter that includes a system generated Personal Identification Number (PIN).

An applicant, if married, may apply for a separate account.

Information on Balance Transfers. If I have been offered and accepted an opportunity to transfer balances on credit cards to American Express Bank, FSB ("AEFSB"), I authorize AEFSB to forward payment on my behalf on the account(s) indicated in my application to the related account-issuing bank(s). I understand that my American Express Credit Card account will be debited for the total approved transfer amount requested up to my available line of credit. If my request exceeds the available credit line or amount approved, the transfer request may be honored and processed in part for a lower amount than requested, or the transfer request may be declined. I understand that finance charges will begin to accrue at the time a check is issued to my current credit card institution. I certify that the account listed on my application is in good standing, and I agree to maintain its current status at least until AEFSB has forwarded payment on my behalf. I agree to keep paying the current minimum payment on the account until confirmation appears on my American Express Credit Card statement. I will be responsible for the account as long as it remains open and for closing the account if I choose. I understand that transfers may take five to six weeks. I authorize AEFSB to verify the status and balance of such accounts, and understand that AEFSB may, at its discretion, deny a transfer request for any reason in its sole discretion. Balance Transfers are restricted to Basic Cardmembers only. Additional Cardmembers may not request or authorize any Balance Transfers to the Basic Cardmember's American Express Credit Card account.

Patriot Act Notice: Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account, including your name, address, date of birth and other information that will allow us to verify your identity. **Notice to Married Wisconsin Residents:** No provision of any marital property agreement, unilateral agreement, or court decree under Wisconsin's Marital Property Act will adversely affect a creditor's interest unless, prior to the time credit is granted, the creditor is furnished a copy of that agreement or decree or is given complete information about the agreement or decree.

Note For Ohio Residents: The Ohio law against discrimination requires that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

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IMPORTANT INFORMATION REGARDING YOUR APPLICATION / INITIAL DISCLOSURES

The information in this application is accurate through 8/15/2007. This information may have changed after that date. To find out about any changes, please call us at 1-800-223-2670.

Annual Percentage Rate (APR) for Purchases	Other APRs	Variable Rate Information	Grace Period for repayment of the balance for Purchases	Method of computing the balance for Purchases	Annual Fee	Minimum Finance Charge
The APR for purchases is a variable APR of 14.24%, 15.24%, 16.24% depending on our review of your application and credit history.	Default APR: 30.24%. See explanation below.*	Your APR may vary. The APR for purchases is determined for each billing period by adding 5.99%, 6.99%, 7.99% to the Prime Rate, depending on our review of your application and credit history. The APR for defaulted accounts is determined for each billing period by adding 21.99% to the Prime Rate.**	30 days on average.	Average daily balance (excluding new purchases).	First Year fee-free; then \$35. No Annual fee for each Additional Card.	None.

Other Fees: Late Payment Fee: \$29, subject to applicable law.

*Your account is reviewed monthly and will be considered in default if minimum payments are not timely paid three or more times, or two consecutive times, or two or more times your payment is returned by your bank or financial institution, in each case during any portion of the 12-month period ending with the Closing Date of the current billing period. If your account is in default, you will be assessed a variable APR of Prime Rate plus 21.99% for all balances. If any Default APR is applied, it will apply for a minimum of 12 consecutive billing periods beginning with the current billing period (unless a higher APR is triggered.) Any promotional rates will terminate upon your account being considered in default, Default APR will apply. We may apply payments first to balances which do not incur Finance Charges before balances which incur Finance Charges. For balances which incur Finance Charges, we may apply payments and credits first to your balances with lower APRs (including balances with promotional APRs) before balances with higher APRs. This means that if you have balances or incur charges at higher APRs, you will pay more in finance charges because payments will not be applied to higher APR balances until all lower APR balances are paid in full.

**The Prime Rate for each billing period is the Prime Rate published in *The Wall Street Journal* on the first day of that billing period or two days prior to the closing date of that billing period, whichever is higher. For either of those days that is not a customary publication day for *The Wall Street Journal* we will substitute the closest preceding customary publication day. Variable APRs are accurate through 8/15/2007.

The terms of your account, including APRs, are subject to change. The APRs for this offer are not guaranteed; APRs may change to higher APRs, fixed APRs may change to variable APRs, or variable APRs may change to fixed APRs. We may change the terms (including APRs) at any time for any reason, in addition to APR increases for failure to comply with the terms of your account. Any changes will be in accordance with your Cardmember Agreement. The information in this application is accurate through 8/15/2007.

New York residents may contact the New York Banking Department to obtain a comparative list of credit card rates, fees, and grace periods by calling 1-800-518-8866.

TERMS AND CONDITIONS

By signing or returning this application, I ask that an account be opened in my name and Card(s) issued as I request, and that you renew and replace them until I cancel. I agree to be bound by the agreement governing my account. **I understand that the agreement governing the account includes an arbitration provision, which impacts my opportunity to have claims related to the account heard in court or resolved by a jury, and to participate in a class action or similar proceeding.** I understand that the agreement governing the account also provides, among other things, that the account terms, including the APRs and fees, are subject to change. I agree to be liable for all charges to my account, including charges incurred with any Additional Card(s) issued on my account now or in the future.

I understand that I must provide all the information requested in this application and I certify that such information is accurate. I authorize you to verify the information on this application and to receive and exchange information about me including requesting reports from consumer reporting agencies. If I ask whether or not a consumer report was requested, you will tell me, and if you received a report, you will give me the name and address of the agency that furnished it. I authorize you and your affiliates and subsidiaries to contact these sources for information at any time, to use information about me for marketing and administrative purposes.

Only qualified individuals 18 or over may be approved for the Card.

Additional Cards: I have advised Additional Card applicant(s) that you may obtain, verify, exchange, and use information about them in the same manner as described above, that they may be responsible for payment of their own charges if I fail to pay them, and that their own credit records may be affected by non-payment of the account. I understand that Additional Card(s) will not be issued to me if I have an unsatisfactory account with American Express or if the Additional Card applicant(s) have ever had an

unsatisfactory account with American Express.

I acknowledge that any benefit or service offered with the Card may be modified or terminated at any time. This offer is not available to residents of Puerto Rico.

An Applicant, if married, may apply for a separate account.

Patriot Act Notice: Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account, including your name, address, date of birth and other information that will allow us to verify your identity.

Notice to Married Wisconsin Residents: No provision of any marital property agreement, unilateral agreement, or court decree under Wisconsin's Marital Property Act will adversely affect a creditor's interests unless, prior to the time credit is granted, the creditor is furnished a copy of that agreement or decree, or is given complete information about the agreement or decree.

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AMERICAN EXPRESS® GIFT CARD

Cardholder Agreement

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The following terms and conditions govern your use of the American Express Gift Card ("Terms and Conditions"). By purchasing, signing or using the American Express Gift Card, you are agreeing to the Terms and Conditions. The terms "you" and "your" refer to the person who purchased the American Express Gift Card and/or the person who is using the American Express Gift Card. The terms "we," "our" and "us" refer to American Express Travel Related Services Company, Inc. The term "Gift Card" refers to the American Express Gift Card.

THE GIFT CARD

The Gift Card is a prepaid payment device that comes with a set dollar value that is printed on the front of the Gift Card. It is not a credit card, charge card or debit card. The Gift Card can be used at retailers, restaurants, amusement parks, sporting events, movie and other theaters, spas, salons and certain other merchants that are located in the United States and that accept the American Express Card, including mail order, online and brick and mortar establishments. A location where the Gift Card can be used is referred to in these Terms and Conditions as a "Merchant." The Gift Card cannot be used at car rentals, cruise lines, for recurring billing purchases, or at casinos or ATMs. Usage restrictions also apply for international airlines.

SERVICE FEES

We encourage you to use your Gift Card soon! While you may leave Available Funds, as defined herein, on the Gift Card as long as you wish, starting 366 days after the date your Gift Card was purchased, and subject to applicable law, we will deduct a monthly service fee of \$2.00 from your Available Funds. If we send you a replacement card for a lost or stolen Gift Card, the initial 12 month (365 day) waiver period is still tracked from the date your original Gift Card was purchased.

OTHER FEES

Subject to applicable law, we will deduct a \$5.95 replacement card fee from your Available Funds to replace a lost or stolen Gift Card. Subject to applicable law, if you ask us to issue you a check for the amount of any Available Funds remaining on the Gift Card after the "valid thru" date expires, we will deduct a \$10.00 check-issuance fee from the check we send you.

BEFORE USING THE GIFT CARD

Before using your Gift Card, you must sign your signature on the back, where indicated. **Write down the Gift Card number and the Customer Service number on a separate piece of paper in case the Gift Card is lost or**

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stolen. If you are required to activate the Gift Card, instructions will be provided on the face of the Card. We reserve the right to delay activation and use of the Gift Card for up to 4 hours after purchase. During activation or any Customer Service call, we may request that you provide the card security code printed on the front of your Gift Card, as well as additional identification information such as your home phone number, date of birth, and zip code. We may use this data for a range of purposes, including but not limited to facilitating refunds if the Gift Card is lost or stolen, enhancing usage at Merchants that may require zip code authorization, and aiding in collection efforts in the event of a "shortage." We will hold your information in confidence in accordance with the section below entitled "Data Protection and Privacy."

INFORMATION ABOUT AVAILABLE FUNDS ON THE GIFT CARD

The value of the funds available on the Gift Card at any given time is referred to in these Terms and Conditions and on the back of your Gift Card as the "Available Funds." The Available Funds on the Gift Card at the time of purchase is printed on the front of the Gift Card and, if activation is required, these funds will only be available for spending after activation. If activation is required, the Gift Card has no value until it is activated. As you use the Gift Card, the Available Funds will be reduced by the full amount of each purchase including taxes, and any other fees. Once the Available Funds are depleted, the Gift Card is no longer valid and you agree (i) not to use the Gift Card and (ii) after you are sure that you do not intend to return any merchandise purchased with the Gift Card, to cut it in half and discard it.

TRACKING AVAILABLE FUNDS

You must keep track of the amount of Available Funds. To obtain your Available Funds balance or to request information about previous transactions, visit www.americanexpress.com/giftcard or call toll free within the United States - 1-877-AXP-GIFT, ("Customer Service Number"). **Please note:** Your Available Funds balance will reflect all authorization requests that have been submitted by Merchants. If you have a question about a transaction that has been posted to your Gift Card (e.g., the same transaction has been posted twice or for the incorrect amount), please notify us immediately, but no later than 60 days from the date of the transaction, by calling the Customer Service Number.

"VALID THRU" DATE

The "valid thru" date indicated on the Gift Card is required to ensure that the Gift Card can be used at Merchants that request and/or require customers to provide a plastic expiration date during the transaction process. You may not use the Gift Card after the "valid thru" date. The Available Funds on the Gift Card do not expire, but may be reduced by service fees or other fees as described in these Terms and Conditions. If Available Funds remain on the Gift Card after the "valid thru" date, call the Customer Service Number to obtain a free replacement Gift Card or for instructions on how to redeem the Available Funds. Subject to applicable law, if you ask us to issue you a check for the amount of any Available Funds remaining on the Gift Card after the "valid thru" date, we will deduct a check-issuance fee of \$10.00 from the check we send you. Before redeeming any Available Funds, we may hold the Available Funds for 10 business days after you request a check to ensure that all transactions have posted to our system. We reserve the right to decline to issue a

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replacement Gift Card.

LOST OR STOLEN CARDS

YOU AGREE TO SAFEGUARD YOUR GIFT CARD AND TREAT IT LIKE CASH. If your Gift Card is lost, stolen or used improperly, contact us immediately at the Customer Service Number - 1-877-AXP-GIFT. You must provide the Gift Card number and other identifying details. We cannot provide a replacement card if you do not have your Gift Card number available. If our records show that there are still Available Funds remaining on the Gift Card, we will cancel the Gift Card and send you a replacement card. Subject to applicable law, when replacing a lost or stolen Gift Card, we will deduct a \$5.95 replacement card fee from your Available Funds. The replacement card will be in the amount of Available Funds on your lost/stolen Gift Card at the time you notified us that it was lost/stolen. **NO REFUNDS WILL BE PROVIDED FOR AMOUNTS DEBITED FROM YOUR LOST/STOLEN GIFT CARD BEFORE YOU NOTIFY US.**

USING THE CARD

To use the Gift Card at a Merchant, present the Gift Card at the time of payment and sign the receipt with the same signature you used when you signed the back of the Gift Card. Retain the receipt as a record of the transaction. You agree to use the Gift Card only at Merchants and only for lawful purposes. You authorize us to deduct the full amount of each purchase including taxes and any other fees from the Available Funds whenever your Gift Card is used to make a purchase. You agree to keep track of the Available Funds on your Gift Card by using our website or the Customer Service Number and not to use the Gift Card for any purchase that exceeds the Available Funds. The Gift Card is not transferable and you agree not to permit any other person to use your Gift Card after it is activated. If you believe your Gift Card has been lost or stolen, you agree to notify us immediately. You acknowledge that purchases made with prepaid cards, such as the Gift Card, are similar to those made with cash or travelers cheques. You cannot "stop payment" or lodge a "billing dispute" on such transactions. Any problems or disputes you may have regarding a purchase should be addressed directly with the Merchant.

COMBINING FORMS OF PAYMENT / "SPLIT TENDER" TRANSACTIONS

If you wish to use your Gift Card to purchase an item for more than the Available Funds, depending on the Merchant's policy, you may be able to use your Gift Card toward a portion of the final purchase price, and then use another form of payment to pay the balance of the final purchase price. This is called a "split tender" transaction because you would be splitting the final transaction amount between your Gift Card and another form of payment. Before you request a "split tender" transaction, please call the Customer Service Number to check your Gift Card's Available Funds balance. Then, you must ask the Merchant if two forms of payment will be accepted for the purchase. If the Merchant agrees, first request that a specific dollar amount be placed on the other form of payment (e.g., the final transaction amount less your Available Funds balance), and then use your Gift Card to pay the remaining balance. Some retailers, particularly department stores, will only allow a "split tender" transaction if the second form of payment is cash or check. Internet and most mail order merchants do not permit "split tender"

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transactions. We do not guarantee that the Merchant will accept two forms of payment, such as two gift cards.

USING YOUR GIFT CARD AT RESTAURANTS AND OTHER "TIP" ORIENTED MERCHANTS

When a restaurant or other "tip" oriented Merchant (e.g., spas, hair salons, etc.) requests approval from us to complete your transaction, the Merchant will often add a fixed percentage (approximately 20%) to the amount reflected on the bill presented to you prior to payment. This additional amount is meant to cover the tip that they expect you will add to the bill. As a result of this increased authorization request, your Gift Card may be declined if you have insufficient Available Funds to cover the amount that the Merchant requested us to approve. If you have more than sufficient Available Funds on your Gift Card to cover the amount that the Merchant requested us to approve, it will result in a "hold" on your Available Funds for the additional amount if you do not add the amount they expect. Once the Merchant sends us the final transaction amount you designate, we will remove the "hold" on your Available Funds for any additional amount exceeding the final transaction amount. This may take 3 to 7 days and during this period you will not be able to use any Available Funds in a "hold" position. As an illustration, if your meal, not including a tip, totaled \$50 but the restaurant seeks approval from us for \$60 (e.g., includes a \$10 tip in the authorization request) and you choose to pay only the \$50 for the meal with your Gift Card, leaving the tip in cash, then the additional \$10 would be placed on "hold" until we receive a submission from the restaurant reflecting a final transaction amount of \$50 on your Gift Card. **TO AVOID A DECLINE OF, OR A HOLD ON, YOUR GIFT CARD, YOU CAN ASK THE MERCHANT TO AUTHORIZE A SPECIFIC DOLLAR AMOUNT. WE DO NOT GUARANTEE THAT THE MERCHANT WILL FULFILL THIS REQUEST.**

USING YOUR GIFT CARD AT GASOLINE MERCHANTS

If you use your Gift Card to purchase gasoline, we recommend that you pay inside, not at the pump. If you pay at the pump, the terminal may be pre-programmed to seek a pre-authorization for \$75 and this amount could increase from time to time ("Pre-Authorization Request"). The Pre-Authorization Request seeks to confirm that you have sufficient Available Funds on your Gift Card to pay for an average purchase of gas. If you have insufficient Available Funds on your Gift Card to cover the Pre-Authorization Request, your attempt to use your Gift Card at the pump will be declined. If you have sufficient Available Funds on your Gift Card to cover the Pre-Authorization Request, you will be permitted to continue your transaction at the pump. However, if the dollar amount of your actual gasoline purchase is less than the amount of the Pre-Authorization Request that we approved, a "hold" on your Available Funds will result equal to the difference between the two amounts. Once the Merchant sends us the final amount of your actual gasoline purchase, we will remove the "hold" on your Available Funds for any additional amount exceeding this final amount. This may take 3 to 7 days and during this period you will not be able to use any Available Funds in a "hold" position. **TO AVOID A DECLINE OF, OR A HOLD ON, YOUR GIFT CARD, WE RECOMMEND THAT YOU PREPAY FOR YOUR GASOLINE INSIDE THE STATION.**

USING YOUR GIFT CARD AT LODGING MERCHANTS

If a lodging-Merchant accepts gift cards for reservations or at check-in, the

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Merchant will often seek authorization for the estimated amount of your lodging stay. Your Gift Card may be declined if you have insufficient Available Funds to cover the estimated amount of your lodging stay. If you have more than sufficient Available Funds on your Gift Card to cover the estimated amount that the Merchant requested us to approve, it will result in a "hold" on your Available Funds for the additional amount until the Merchant sends us the final amount of your lodging stay. Once the Merchant sends us the final amount, we will remove the "hold" on your Available Funds for any additional amount we had authorized that exceeded this final amount. While some lodging companies may require use of a credit card to make a reservation, you can use your Gift Card to make final payment at the end of your stay. TO AVOID A DECLINE OF, OR A HOLD ON, YOUR GIFT CARD, WE RECOMMEND THAT YOU USE AN AMERICAN EXPRESS CHARGE OR CREDIT CARD TO MAKE THE LODGING RESERVATION AND WHEN PROVIDING A FORM OF PAYMENT AT CHECK-IN.

TRANSACTIONS IN EXCESS OF AVAILABLE FUNDS

If you attempt to use the Gift Card when there are insufficient Available Funds for the particular transaction (e.g., \$100 purchase when the Gift Card only has \$75 in Available Funds), and the Merchant does not fulfill a request to process a "split tender" transaction as described above, the transaction will usually be declined. However, if due to a systems malfunction or for any reason whatsoever, a transaction occurs despite insufficient Available Funds on the Gift Card (creating a negative amount on the Gift Card, referred to herein as a "Shortage"), you agree to reimburse us, upon request, for the amount of the Shortage.

RETURNING MERCHANDISE

PLEASE BE AWARE OF THE MERCHANT'S RETURN POLICIES PRIOR TO COMPLETING THE TRANSACTION. If you wish to return any merchandise purchased with the Gift Card, you will be subject to the Merchant's return policies. If the Merchant agrees to issue a credit to the Gift Card, such funds may not be available for 3 to 7 days.

NO WARRANTY REGARDING GOODS AND SERVICES

We are not responsible or liable to you for the quality, safety, legality, or any other aspect of any goods or services purchased from any Merchant with your Gift Card. If you have a dispute with a Merchant, you agree to settle the dispute directly with the Merchant.

REFUSAL OF GIFT CARD

We are not responsible or liable to you if any Merchant refuses to honor the Gift Card or for any other problems you may have with any Merchant. If a Merchant fails to honor the Gift Card, please call the Customer Service Number to report the incident.

NO WARRANTY OF AVAILABILITY OR UNINTERRUPTED USE

From time to time the Gift Card service may be inoperative, and when this

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happens, you may be unable to use your Gift Card or obtain information about your Available Funds. Please notify us if you have any problems using your Gift Card. You agree that we are not responsible for any interruption of service.

SPECIAL OFFERS FOR GIFT CARD USAGE

When you use your Gift Card there may be special offers available from time to time at participating merchants. We reserve the right to add to, change and/or cancel the offers at any time, change and/or terminate the merchants that extend the offers, and condition redemptions on certain requirements (e.g., minimum purchase amount, presentation of coupons or redemptions code at the point-of-sale). Terms, conditions and restrictions of each offer, including but not limited to availability during defined time periods, are described in our communications. We are not responsible or liable to you if a merchant refuses to honor an offer. Please call the participating merchant customer service number to report any such incident.

CHANGING THESE TERMS AND CONDITIONS / NOTICES / GIFT CARD CANCELLATION

We may change the terms of, or add new terms to, these Terms and Conditions at any time, with or without cause, and without giving you notice, in accordance with applicable law. In addition, we may suspend, cancel, add, modify or delete any feature offered in connection with your Gift Card at our sole discretion at any time, with or without cause, and without giving you notice, subject to applicable law. If we cancel your Gift Card, any Available Funds remaining on the Gift Card upon such cancellation, after payment for all applicable fees, will be returned to you. If the "valid thru" date on the Gift Card has not expired, we may condition reimbursement upon return of the Gift Card. The Gift Card is our property.

ASSIGNMENT AND WAIVER

We may assign these Terms and Conditions to a third party at any time without notice to you. However, if we assign these Terms and Conditions, the terms will remain substantially and materially the same unless you are notified. In the event we reimburse you for a refund claim you have made for a lost or stolen Gift Card, or if we otherwise provide you with a credit or payment with respect to any problem arising out of any transaction made with the Gift Card, you are automatically deemed to assign and transfer to us any rights and claims, excluding tort claims, that you have, had or may have against any third party for an amount equal to the amount we have paid to you or credited to your Gift Card. You agree that you will not pursue any claim against, or reimbursement from, such third party for the amount that we paid or credited to your Gift Card, and that you will cooperate with us if we decide to pursue the third party for the amount paid or credited. Neither our failure to exercise any of our rights under these Terms and Conditions, nor our delay in enforcing or exercising any of our rights, shall constitute a waiver of such rights. Furthermore, if we waive any right under these Terms and Conditions on one occasion, such waiver shall not operate as a waiver as to any other occasion.

DATA PROTECTION AND PRIVACY

Information We Collect / Information Security: We may obtain personal information ("Cardholder Information") about you, including information (i)

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provided to us by the Gift Card purchaser, such as your name and/or your address, (ii) provided by you at the time of activation or during customer service calls, and (iii) about purchases made with the Gift Card, such as the date, the amount and the place of purchase. For purposes of fraud prevention and regulatory compliance, we may also obtain information from providers of identity verification data and demographic information. Only those persons who need it to perform their job responsibilities are authorized to have access to Cardholder Information. We also maintain physical, electronic, and procedural security measures that comply with federal regulations to safeguard Cardholder Information.

Disclosure: We will use Cardholder Information to process Gift Card transactions, to provide customer service, to process claims for lost or stolen Gift Cards, and to help protect against fraud. We may also use Cardholder Information for marketing purposes and to conduct research and analysis. It is often necessary for us to disclose Cardholder Information for the same purposes to companies that work with us. For example, we may provide certain Cardholder Information to companies, including our affiliated companies, that perform business operations or services, including marketing services, on our behalf. We may provide certain Cardholder Information to others outside of American Express as permitted by law, such as to government entities or other third parties in response to subpoenas.

Offers / Choice: We may develop marketing programs and send you offers for products and services. If you prefer not to receive offers, you may opt out by calling us in the United States toll free at 1-800-722-8614. If you opt out from receiving these offers, we may still send important information about the Gift Card or other American Express products and services to you

TELEPHONE MONITORING/RECORDING

From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

ARBITRATION

Purpose: This Arbitration Provision sets forth the circumstances and procedures under which Claims (as defined below) may be arbitrated instead of litigated in court.

Definitions: As used in this Arbitration Provision, the term "Claim" means any claim, dispute or controversy between you and us arising from or relating to the Gift Card or these Terms and Conditions as well as any related or prior agreement that you may have had with us or the relationships resulting from any of the above agreements ("Agreements"), including the validity, enforceability or scope of this Arbitration Provision or the Agreements. For purposes of this Arbitration Provision, "you" and "us" also includes any corporate parent, or wholly or majority owned subsidiaries, affiliates, any licensees, predecessors, successors, assigns, any purchaser of any accounts, all agents, employees, directors and representatives of any of the foregoing, and other persons referred to below in the definition of "Claims." "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, crossclaims and third-party claims and claims based

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upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. "Claim" also includes claims by or against any third party using or providing any product, service or benefit in connection with the Gift Card (including, but not limited to, third parties who accept the Gift Card, third parties who use, provide or participate in programs accessed with the Gift Card, enrollment services and rewards programs, debt collectors and all of their agents, employees, directors and representatives) if and only if, such third party is named as a co-party with you or us (or files a Claim with or against you or us) in connection with a Claim asserted by you or us against the other. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (a) your Gift Card; (b) the amount of Available Funds on the Gift Card; (c) advertisements, promotions or oral or written statements related to the Gift Card, goods or services purchased with the Gift Card; (d) any benefits and services related to the Gift Card; and (e) your application for or activation of the Gift Card. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in that court.

Initiation of Arbitration Proceeding/Selection of Administrator: Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed (the "Code"), except to the extent the Code conflicts with these Terms and Conditions. Claims shall be referred to either the National Arbitration Forum ("NAF") or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within 30 days after you receive notice of our election to select the other organization listed to serve as arbitrator administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: NAF at P.O. Box 50191, Minneapolis, MN 55404; website: www.arbitration-forum.com; AAA at 335 Madison Avenue, New York, NY 10017; website: www.adr.org.

Significance of Arbitration: IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM FURTHER, YOU AND WE WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

Restrictions on Arbitration: IF EITHER PARTY ELECTS TO RESOLVE A CLAIM BY ARBITRATION, THAT CLAIM SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC, OTHER GIFT CARDHOLDERS OR OTHER PERSONS SIMILARLY SITUATED. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is

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limited to you and us alone. Furthermore, claims brought by you against us, or by us against you, may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision in these Terms and Conditions (including but not limited to the "Continuation" provision below) and without waiving either party's right to appeal such decision, should any portion of this "Restrictions on Arbitration" provision be deemed invalid or unenforceable, then the entire Arbitration Provision (other than this sentence) shall not apply.

Arbitration Procedures: This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended ("FAA"). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this Arbitration Provision shall control if it is inconsistent with the applicable code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. The arbitration proceeding shall not be governed by any Federal or state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the requesting party, within 15 days of receiving the requesting party's notice. The granting or denial of such a request will be in the sole discretion of the arbitrator, who shall notify the parties of his/her decision within 20 days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have 30 days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel that will conduct an arbitration pursuant to its Code and issue its decision within 120 days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

Location of Arbitration/Payment of Fees: Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. You will be responsible for paying your share, if any, of the arbitration fees (including filing, administrative, hearing and/or other fees) provided by the Code to the extent that such fees do not exceed the amount of the filing fees you would have incurred if the Claim had been brought in the state or federal court closest to your residence that would have jurisdiction over the Claim. We will be responsible for paying the remainder of any arbitration fees. At your written request, we will consider in good faith making a temporary advance of all or part of your share of the arbitration fees for any Claim you initiate as to which

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you or we seek arbitration. You will not be assessed any arbitration fees in excess of your share if you do not prevail in any arbitration with us.

Continuation: This Arbitration Provision shall survive termination of your Gift Card as well as voluntary payment in full of any Shortages, any legal proceeding by you or us to collect a debt owe by the other, and any bankruptcy by you or us. Except as otherwise provided in the "Restrictions on Arbitration" provision above, if any portion of this Arbitration Provision (other than the "Restrictions on Arbitration" provision) is deemed invalid or unenforceable under any principle or provision of law or equity, it shall not invalidate the remaining portions of this Arbitration Provision, these Terms and Conditions or any predecessor agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

APPLICABLE LAW

These Terms and Conditions and your Gift Card, and all questions about their legality, enforceability and interpretation, are governed by the laws of the State of New York, USA (without regard to internal principles of conflicts of law).

The Gift Card is issued by American Express Travel Related Services Company, Inc.

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